

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT  
INVESTIGATIVE REPORT**

On Thursday, August 5, 2010, the Florida Department of Law Enforcement (FDLE,) Office of Executive Investigations (OEI) received a package of information regarding the alleged illegal billing practices of Solantic Urgent Care. The information was provided by Tallahassee Attorney Steve Dobson, who served as legal counsel to the Bill McCollum for Governor Campaign. Dobson advised that Solantic Urgent Care was founded by Florida gubernatorial candidate Richard Scott. Dobson reported that the information had been reported to a member of the McCollum campaign by a former Solantic employee.

OEI Special Agent Supervisor (SAS) Robert LeFiles assigned Inspector Mark Mitchell to review the information. Upon review, Inspector Mitchell determined that on July 16, 2010, former Solantic employee, Randy Prokes, M.D. sent email correspondence to the McCollum campaign which included numerous allegations regarding the billing practices of Solantic.

Inspector Mitchell subsequently made contact with David Austin Lewis, Director of Medicaid Fraud Control Unit for the Office of the Attorney General and Robert Alexander Hannah, Deputy Attorney General. Inspector Mitchell requested that Director Lewis review the allegations and determine if the allegations fell within the purview of Medicaid Fraud Control Unit. Upon review, Director Lewis and Deputy Attorney General Hannah advised that the allegations appeared to be primarily related to Medicare, which was administered by the federal government. Additionally, Director Lewis advised that the United States Department of Justice, Department of Health and Human Services (HHS), Office of Inspector General (OIG) had a sworn component which investigated allegations such as those made by Dr. Prokes.

Inspector Mitchell made contact with Special Agent (SA) Robert Murphy of the Jacksonville Regional Office of the HHS OIG. Inspector Mitchell provided SA Murphy with a brief summary of the allegations made by Dr. Prokes. SA Murphy advised that the allegations appeared to fall within the purview of HHS OIG and agreed to review the detailed allegations. SA Murphy advised that upon review, HHS OIG would take the necessary action and report the outcome back to Inspector Mitchell.

On August 10, 2010, Inspector Mitchell emailed a scanned copy of the information provided by Dobson to SA Murphy. An electronic copy of the email and the documentation provided by

Case Number:EI-73-8512	Serial #:32
Author:Mitchell, Mark Sanders	Office:Executive Investigations
Activity Start Date:08/05/2010	Activity End Date:08/16/2010

Approved By:Cerione, Daniel C.

Description:Solantic Urgent Care complaint

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Dobson will be maintained as related item number 24 of this investigative case file.

Prokes Letter:

**From:** drpjax@comcast.net [drpjax@comcast.net]

**Sent:** Friday, July 16, 2010 12:24 PM

**To:** Info

**Subject:** I am a former medical director for Solantic Urgent care in Jacksonville, and I have documents proving continued fraudulent billing practices by Mr Scotts companies.  
Randy Prokes MD says:

I worked for Solantic Urgent care in Jacksonville, which Mr Scott was the primary investor/ owner until he began his run for governor earlier this year. For the first four years I was there Solantic did not deal with Medicare patients since I believe Mr Scott was still banned from participation in Medicare due to his fraudulent activities with Columbia Healthcare previously. However in approximately 2006 the clinics did begin to accept Medicare patients. During my time there I personally witnessed NP's (nurse Pract.) working many times alone in clinics and completely unsupervised. Not only was this a quality of care issue but, I believe that Medicare patients were always billed at full prices even when a physician was NOT in the office, which I feel is a violation of Medicare billing policy. It is my understanding that is a physician is NOT IN THE BUILDING, the fee must be lowered to 85% of the standard charge if the pt was seen by a NP only. I have NP's willing to testify to this practice, and I have been told by former employees responsible for charging patients that no adjustment to charges was made to accommodate for NP's working alone only. This may have changed after I left the company in 11 /09 and Baptist Medical Center in Jacksonville became partners with Solantic. NP's are no longer allowed to work alone as I hear it. However, that leaves a period of about two years where fraudulent billing may have taken place. Given Mr Scotts previous behavior it would be no surprise to anyone if billing was not done in an appropriate fashion.

In addition, I have written copies of charts and charges that prove that Solantic was fraudulently billing under MY NAME by billing patients seen in their Northside office on Dunn avenue using my name to bill under, even though I NEVER SAW THOSE PATIENTS ! I only worked 1 day at that office in my years with Solantic and I have charts and copies of pts being billed under me when I was not there, I understand Solantic also has a current lawsuit by a former Medical director who stated Solantic was also using his name and license for other purposes without his knowledge. I contacted Aetna insurance company since that was the primary company that I saw my name being misused, but they did not or could not follow up as I did not have Solantic's tax ID number to give them at the time.

I am very concerned that Mr Scott will continue his record of corruption and greed and this will be catastrophic for the state of Florida if he is elected. There are also many stories of terrible quality of care, inappropriate pressure on physicians to sell drugs that Solantic has on sale in their facilities etc.

To be up front , my position was terminated suddenly with Solantic on 11/23/09 after I had confronted several of these issues. My termination was based on issues that I can't state here since I had to get an attorney to settle a termination agreement and get Solantic to stop using my name and license AFTER I was terminated. I am a board certified family practice doc with an impeccable record of being in practice in the state of Florida since 1985. I have NEVER had any suits against me, and I am a long time registered voting Republican. "Career Scammer" Rick Scott continues to fool the regular public while earning millions of dollars at his workers expense, and delivers medical care that is only concerned with profit at all costs, his so called "Retail Medicine". If you wish to contact me for further information please do. Thank you. Randy Prokes MD.

*no sig. June*

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR  
DUVAL COUNTY, FLORIDA

CASE NO.: 2008-CA-002520

DIVISION: CV-G

P. MARK GLENCROSS, an individual,

Plaintiff,

vs.

SOLANTIC CORPORATION, a foreign  
corporation as successor in interest to  
SOLANTIC L.L.C., a foreign limited  
liability company; and SOLANTIC OF  
JACKSONVILLE, L.L.C., a foreign limited  
liability company,

Defendants.

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**AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

P. Mark Glencross sues Solantic, L.L.C., and states:

1. This is an action for damages which exceeds \$15,000.00, exclusive of interest, costs and attorneys' fees.
2. The Plaintiff, P. Mark Glencross ("Dr. Glencross") was at all times material hereto a medical doctor licensed to practice in the state of Florida.
3. The Defendant Solantic, L.L.C. was at the times material hereto, a limited liability company organized and existing under the laws of the state of Delaware and authorized to and doing business in the state of Florida. At present, Solantic L.L.C. is inactive according to the Florida Division of Corporations. On information and belief, Solantic Corporation, a foreign corporation registered to do, and doing business, in Florida is the successor in interest to

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EXHIBIT "A"

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Solantic, L.L.C. Solantic of Jacksonville, L.L.C. is a foreign limited liability company authorized to and doing business in the state of Florida, and on information and belief, may be the successor in interest to Solantic, L.L.C. The Defendants Solantic, L.L.C., Solantic Corporation and Solantic of Jacksonville, L.L.C will be referred to herein collectively as "Solantic." At all times material, Solantic was and is a licensed health care provider in accordance with applicable Florida law and operated several health care clinics in Jacksonville, Duval County, Florida.

4. In the spring of 2003, Solantic began advertising to hire a physician to act as an Occupational Medicine Physician and Ambulatory Care Physician.

5. Dr. Glencross responded to Solantic's inquiries and after an interview in Jacksonville, Florida, Solantic offered the position of Occupational Medicine Medical Director to Dr. Glencross on April 4, 2003, which Dr. Glencross accepted. Attached hereto as Exhibit "A" is a true and correct copy of the terms and conditions of Dr. Glencross's employment contract with Solantic, including the attachment specifying Dr. Glencross's job description as Occupational Medicine Medical Director (the "Contract.") Pursuant to the Contract, Dr. Glencross began employment with Solantic as its Occupational Medicine Medical Director shortly thereafter.

#### Count I

6. Plaintiff realleges the allegations in Paragraphs 1 through 5 as if fully set forth herein.

7. In 2003, the Florida Legislature enacted certain changes to Chapter 456, Florida Statutes, mandating that health care providers such as Solantic must designate a Medical Director

by March 1, 2004, and so advise the state. Pursuant to Section 400.9935(1)(a)-(g), Florida Statutes, each clinic was required to appoint a Medical Director who must agree in writing to accept legal responsibility for these activities, Section 400.9935(1), Florida Statutes. Pursuant to Section 400.9915(3), Florida Statutes, a clinic's failure to employ such a Medical Director constitutes grounds for emergency suspension of the clinic's license.

8. Upon learning of this new legal requirement prior to its effective date, Dr. Glencross reported to Solantic's principal and certain officers and board members that the state of Florida had enacted these statutory changes mandating the appointment of a medical director and of the possible sanctions, including loss of licensure, which could occur should Solantic fail to comply with these statutory requirements. Following a meeting in July 2003 with Solantic's principal, and certain officers and directors, Dr. Glencross became aware that offers for the position of Medical Director were being made by Solantic. Dr. Glencross had no duties or responsibilities for monitoring Solantic's progress in hiring of a Medical Director in accordance with Florida law and had no other knowledge of Solantic's efforts in this regard.

9. Without Dr. Glencross's knowledge or permission, on March 1, 2004, Solantic filed with the Agency for Health Care Administration (the state of Florida's agency in charge of clinic licensure and enforcement of applicable statutes and rules), six "Applications for Health Care Clinic Licensure," representing that Dr. Glencross had been named as Medical Director for the following Solantic sites:

2140 Kingsley Avenue  
Orange Park, Florida 32073

5915 Normandy Boulevard  
Jacksonville, Florida 32205

2032 Dunn Avenue  
Jacksonville, Florida 32218

12303 San Jose Boulevard  
Jacksonville, Florida 32223

2401 Monument Road  
Jacksonville, Florida 32225

410 Atlantic Boulevard  
Jacksonville, Florida 32266

Copies of each of these applications are attached hereto as Composite Exhibit "B".

10. Solantic's filing of the Exhibit "B" Applications for Licensure, designating Dr. Glencross as Solantic's Medical Director for these designated facilities, was done for Solantic's own commercial purposes as it was required to designate a medical director by March 1, 2004 in order to continue legally operating its health care clinics in the state of Florida.

11. Solantic's actions, secretly taken with no notice to Dr. Glencross and without his permission, constitutes an unauthorized misappropriation and publication of Dr. Glencross's name in violation of Section 540.08, Florida Statutes.

12. Immediately upon learning of Solantic's unauthorized appropriation of his name for its own commercial purposes, Dr. Glencross advised Solantic that he was not and never had been the Medical Director for any of the Solantic facilities, that he had not and did not accept responsibility or liability for such a position and that Solantic's actions mandated the immediate severing of his employment relationship with Solantic.

13. As a direct and proximate result of Solantic's actions, Dr. Glencross has suffered damages, including but not limited to loss of wages; an interruption in his career development and the attendant loss of income; significant financial damages based upon Solantic's failure to

continue paying for the professional liability insurance which Dr. Glencross must maintain; and failed to pay him certain expenses for which he was entitled to reimbursement by Solantic pursuant to the Contract.

14. Pursuant to the provisions of Section 540.08(2), Solantic may be held responsible for punitive damages for the actions described herein which were taken in complete bad faith and for its own commercial purposes. Dr. Glencross reserves the right to seek such damages in accordance with the provisions of Section 768.72, Florida Statutes.

WHEREFORE, Dr. Glencross demands that this Court take jurisdiction of this cause and the parties hereto, and enter a judgment against Solantic for all damages its actions have caused, for prejudgment interest thereon, for all costs of this action and for such other and further relief as this Court deems just and proper.

#### Count II

15. Plaintiff realleges the allegations in Paragraphs 1 through 5 and Paragraphs 7 through 14 as if fully set forth herein.

16. Solantic's actions constitute a misappropriation of Dr. Glencross's name in violation of his common law rights.

WHEREFORE, Dr. Glencross demands that this Court take jurisdiction of this cause and the parties hereto, and enter a judgment against Solantic for all damages its actions have caused, for prejudgment interest thereon, for all costs of this action and for such other and further relief as this Court deems just and proper.



### Count III

17. Plaintiff realleges the allegations in Paragraphs 1 through 5 and Paragraphs 7 through 14 as if fully set forth herein.

18. Solantic's actions constitute a breach of its contract with Dr. Glencross in that Solantic imposed upon Dr. Glencross's duties and responsibilities outside their contract, which not only exposed Dr. Glencross to personal liability he never agreed to accept, but which also forced Dr. Glencross to immediately disrupt his career development with its attendant economic damages to him.

19. Further, Solantic has failed to reimburse Dr. Glencross with certain expenses to which he was entitled pursuant to the contract.

WHEREFORE, Dr. Glencross demands that this Court take jurisdiction of this cause and the parties hereto, and enter a judgment against Solantic for all damages its actions have caused him, for prejudgment interest thereon, for all costs of this action and for such other and further relief as this Court deems just and proper.

### Count IV: Punitive Damages

20. Plaintiff alleges the allegations in Paragraphs 1 through 5, 7 through 14, 16 and 18 through 19 as if fully set forth herein.

21. The controversy arises as a result of Solantic, acting through its officers and agents, designating Dr. Glencross as its "Medical Director" as required by a statutory amendment mandating that healthcare clinics such as Solantic designate a medical director, as defined by statute.

22. In July 2003, prior to the effective date of the statute, Dr. Glencross advised Solantic's Chief Executive Officer, other corporate officers, and the Director of Solantic that the statutory enactment was soon to take effect, requiring Solantic to appoint a medical director and warned of possible sanctions, including a loss of licensure for failure to comply with the statutory requirements. *See* Ch. 2003-411, §4 (Healthcare Clinic Act, Laws of Florida).

23. After Dr. Glencross' advisement, Solantic's majority investor and a director of the corporation, Richard Scott, advised Solantic's Chief Executive Officer, Karen Bowling, that the two would talk about the statutory requirement for the appointment of a medical director later.

24. Furthermore, the final decision and action regarding the appointment of a medical director was delegated and assigned to a Solantic employee who had no training in statutory compliance and was given no direction as to the pertinent requirements, and the Solantic CEO agreed to the action with no discussion as to whether Dr. Glencross had agreed to the appointment.

25. Thereafter, on or about March 1, 2004, the date upon which the statutory amendments took effect and, therefore, the last date on which Solantic was able to file its applications for licensure in order to avoid operating illegally, Solantic filed six applications for healthcare licensure with the State of Florida Agency for Healthcare Administration ("AHCA"), listing Dr. Glencross as its medical director. The applications dated February 27, 2004 and were sworn to be true and accurate by Solantic's Chief Executive Officer, Karen Bowling.

26. Solantic's appointment of Dr. Glencross as its medical director for the six clinics was done without Dr. Glencross' knowledge, consent or authorization, and contrary to Dr. Glencross' explicit refusal to act as Solantic's medical director, contrary to the express

provisions of the Healthcare Clinic Act, which provides in pertinent part: "Each clinic shall appoint a medical director or clinic director who shall agree in writing to accept legal responsibility for the following activities on behalf of the clinic...." See Ch. 2003-411, §4 (Healthcare Clinic Act, Laws of Florida) (enacting § 400.915(1)). Dr. Glencross never agreed to serve as Solantic's medical director or clinic director and it is uncontroverted that Dr. Glencross never agreed in writing to act as Solantic's medical director.

27. Solantic's filing of the six applications for healthcare clinic licensure with AHCA representing that Dr. Glencross had agreed to serve as the clinic's statutory medical director without having his agreement and consent to do so amounts to conduct which constitutes a felony of the third degree. See Ch. 2003-411, §4 (Healthcare Clinic Act, Laws of Florida) (enacting § 400.15(5)), which provides in pertinent part: "Any person who knowingly files a false or misleading license application or license renewal application, or false or misleading information related to such application or department rule, commits a felony of the third degree...."

28. Furthermore, the intentional, willful and wanton misconduct, or, at a minimum, gross negligence exhibited by Solantic regarding its filings with AHCA is further demonstrated by its actions in appointing a replacement statutory medical director after Dr. Glencross advised he did not agree to such a role and resigned. After Dr. Glencross' resignation, Solantic named another individual as its statutory medical director, Harold Haase. The application submitted to AHCA naming Dr. Haase as Solantic's statutory medical director contains an affidavit wherein the affiant swears and affirms that the information provided in the application is true and correct and that all applicable laws and rules have been complied with. However, the affidavit sworn to by Solantic's Chief Executive Officer, Karen Bowling, listing Dr. Haase as the medical director

bears the same date of the applications submitted naming Dr. Glencross as the medical director, February 27, 2004. As Solantic would have no need to appoint a different medical director than Dr. Glencross at the time of the initial submissions to AHCA, the inescapable conclusion is that Solantic submitted a false and fraudulent application and affidavit when it submitted the application listing Dr. Haase as its medical director.

29. When Dr. Glencross was made aware of Solantic appointing him as its medical director for six clinics without his consent or authorization and exposing him to substantial legal liability which he had not agreed to accept, it was apparent that Dr. Glencross could not trust his employer to act in an honest and forthright manner regarding its employment of him, and he resigned. In addition, Dr. Glencross had filed the present action as a result of Solantic's tortious and criminal conduct.

30. The knowing filing of the false, misleading and felonious license applications appointing Dr. Glencross as medical director for six Solantic healthcare clinics is intentional misconduct which warrants the imposition of punitive damages. In fact, such conduct is a felony of the third degree. At a minimum, such conduct was grossly negligent in that it was so reckless or wanting in care that it constituted disregard and indifference to the legal rights of Dr. Glencross. Unbeknownst to Dr. Glencross, upon the filing of the six AHCA applications by Solantic, he became legally responsible for a litany of duties spelled out in the Healthcare Clinic Act, for which he had no knowledge that he was responsible. Dr. Glencross was placed in a position such that he could not even begin to adequately assume such responsibilities as he was not placed on notice of what he was required by statute to do because his appointment in the AHCA applications was done without his agreement or even his knowledge.

WHEREFORE, Plaintiff demands an award of punitive damages from Defendants Solantic Corporation, Solantic L.L.C., and Solantic of Jacksonville, L.L.C.

**Demand for Jury Trial**

The Plaintiff demands trial by jury on all issues so triable in this cause.

Respectfully submitted,

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Wm. J. Sheppard, Esquire  
Florida Bar No.: 109154  
D. Gray Thomas, Esquire  
Florida Bar No.: 956041  
Matthew R. Kachergus, Esquire  
Florida Bar No.: 503282  
Sheppard, White, Thomas  
and Kachergus, P.A.  
215 Washington Street  
Jacksonville, Florida 32202  
(904) 356-9661 telephone  
(904) 356-9667 facsimile  
COUNSEL FOR PLAINTIFF

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William S. Graessle, Esquire  
Florida Bar No.: 498858  
William S. Graessle, P.A.  
219 Newnan Street, 4<sup>th</sup> Floor  
Jacksonville, Florida 32202  
(904) 353-6333 telephone  
(904) 353-2080 facsimile  
COUNSEL FOR PLAINTIFF

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been furnished to **John F. Dickinson, Esquire, Lori K. Mans, Esquire, Constangy, Brooks & Smith, LLC**, P.O. Box 41099, Jacksonville, Florida 32203, by Hand Delivery, this \_\_\_\_ day of May, 2010.

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ATTORNEY

jrd[glencross - complaint amended]



410 Atlantic Boulevard  
Neptune Beach, FL 32266  
904-247-2691 phone  
904-242-7341 fax

April 4, 2003

P. Mark Glencross, M.D.  
1028 S. Belvedere  
Gastonia, NC 28054

Dear Mark,

Thank you for your interest in Solantic! This letter confirms our offer to you to join Solantic, LLC ("Solantic") as Occupational Medicine Medical Director. Your start date will be on or before May 31, 2003. In this position, you will be responsible for, among other things, the items listed in Attachment A.

The terms of your employment are as follows:

1. Full time employment at an annual salary of \$150,000, paid bi-weekly. You shall be entitled to 3% of all worker's compensation revenue generated in the Jacksonville Market.
2. During your employment, your medical and dental insurance expense will be paid for by Solantic should you choose to use the carrier offered. Insurance payments for any dependents are to be fully paid for by you. Eligibility for these benefits starts on the first day of the month following thirty days of employment.
3. During your employment, you have the opportunity to participate in the Solantic 401(k) plan the first of the month following thirty days of employment.
4. Solantic has in place a Paid Time Off (PTO) plan, which combines annual vacation, incidental sick leave, and holidays. PTO accrues at the rate of 6.15 days per pay period to a maximum of 20 days per year.
5. During your employment, you will be provided medical malpractice insurance to cover all Solantic related services.
6. During your employment, Solantic will pay Florida professional license fees and reimburse up to \$1,500.00 for continuing medical education.
7. You shall furnish Solantic with copies of your medical license, current DEA certificate and any other documentation requested for credentialing purposes.
8. In the event you wish to terminate your employment you will provide Solantic with a minimum 60 day written notice.
9. You agree that upon expiration of your employment to deliver to Solantic all

Exhibit "A"

data, lists, information, memoranda, documents and all other property belonging to Solantic or containing "Confidential Information" of Solantic, including among other things, that which relates to services performed by you while performing services for Solantic or by virtue of your relationship with Solantic. Except as required in order to perform your obligations under this Agreement, you shall not, without the express prior written consent of Solantic, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly, in any, for any person or entity any Confidential Information at any time (during or after your employment) during which data or information continues to constitute Confidential Information. For purposes of this Agreement, "Confidential Information" of Solantic shall mean any competitively sensitive data and information related to the business of Solantic that is not generally known by or readily available to the competitors of Solantic.

10. Your employment is contingent upon you providing satisfactory proof of right to work in the United States, your authorization for and satisfactory completion of a background check, reference check and pre-employment drug test undertaken by Solantic.

Please indicate your acceptance of the terms and conditions by signing and dating one copy of this letter and returning it to me by Wednesday, April 9, 2003.

Sincerely,

Shay Hawkinberry  
Director, Human Resources  
Solantic, LLC

Read and Agreed:

\_\_\_\_\_  
Dr. Mark Glencross

Date \_\_\_\_\_